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RUTGERS UNIVERSITY

AGREEMENT

Between

Montclair Board of Education

and

Montclair Principals' Association

for the

Contract Years 1988 - 1991

* July 1, 1988 - June 30, 1991

Article 1. Duration of Agreement

The duration of this Agreement shall commence on July 1, 1988 and end June 30, 1991. Year One shall be 1988-89, Year Two shall be 1989-90 and Year Three shall be 1990-91

Article 2. Recognition

The Board recognizes the Montclair Principals' Association as the sole and exclusive bargaining representative for the employees (hereinafter referred to as Principals) of the Board in the following categories, including those with tenure, those without tenure, and those on sabbatical leave and those serving on an acting or temporary basis.

- (a) Principals
- (b) Executive Assistants to Principals
- (c) Assistant Principals

Article 3. Compensation

3.1 Minimum salaries for each position shall be as follows:

		Ratio
(a)	High School Principal \$31,000 or	1.65
(b)	Middle School Principal 27,500 or	1.52
(c)	Elementary School Principal 25,700 or	1.45
(d)	Rand Principal 27,500 or	1.52
(e)	*High School Assistant Principal 24,500 or	1.41
(f)	Middle School Assistant Principal 23,300 or	1.37
(g)	Elementary School Assistant Principal 23,300 or	1.37

*Executive Assistant minimum \$500 additional

3.2 Barring any substantive unfavorable written evaluation, the salary paid to each Principal shall be no less than the highest of the following three:

- (a) Present salary as Principal
- (b) Minimum salary stated above
- (c) Minimum ratio applied to placement on the teachers' guide.

3.3 The salary of a Principal involuntarily transferred from one of the above positions to another of these positions shall not be reduced if the position calls for a lower salary. The Principal shall maintain at least his present salary until time of service in the new position defines a higher salary.

Article 4. Medical and Health Related Benefits

- 4.1 Health Benefits Insurance The Board agrees to pay the cost of the Public and School Employees Health Benefits Program or comparable program and the dental program, for the Principals included in this Agreement and for their dependents.
- 4.2 Disability Insurance The Board agrees to pay the cost of the Lincoln National Long Term Disability Insurance policy or comparable policy as is agreed upon by the Board and the M.P.A.
- 4.3 Support
 - a. The Board shall give full legal support, insofar as law will allow, to any Principal who has been assaulted in connection with the performance of his/her duties.
 - b. The Board shall reimburse Principals for the reasonable cost of any clothing or other personal property damaged, stolen or destroyed as a result of an assault while the Principal was acting in the discharge of his/her duties within the scope of his/her employment.
 - c. The Board shall reimburse Principals for medical, surgical or hospital expenses which exceed the coverage as provided in Section 4.1, which are incurred as a result of injury caused by such assault.

Article 5. Work Year

- 5.1 Calendar All Principals will follow the 12 month calendar.
- 5.2 Christmas Vacation Principals shall be granted the scheduled working days between Christmas and New Year's Day as additional vacation days which must be taken on those days.
- 5.3 Vacation Accumulation
 - a. Except as indicated in Section 5.3b, vacation days shall accumulate at the rate of three in July and two each month worked thereafter for a maximum accumulation of twenty-five. Vacation must be earned prior to being used.
 - b. Principals as defined in Section 2c, who are new to the Montclair Schools will accumulate one day per month worked to a maximum of twelve vacation days. Beginning year two in Montclair, these Principals will accumulate days according to Section 5.3a above.
 - c. Days earned in one year must be used no later than June 30 of the following year. (Exceptions, see Administrative Procedure 4153).

Article 6. Additional Benefits

- 6.1 General Any benefits granted to other certificated staff members will be available to Principals except that sabbatical leaves are subject to the provision of Board Policy 4151.1.
- 6.2 Separation from Service
- a. If a Principal dies while employed by the Board, payment for his/her vacation days will be made to the estate.
 - b. A Principal who resigns or retires during the contract year shall benefit from his accumulated vacation days according to Board Policy and Section 5.3.
 - c. Principals who have worked in Montclair a minimum of 15 years shall be entitled to one of the following at retirement as selected by the Principal:
 1. A sick day reimbursement provision as found in the Board-M.E.A. Agreement, or
 2. Reimbursement for accumulated sick days to be paid at the rate of 50% of his/her current per diem pay (calculated according to Board Policy) not to exceed \$8,000.
- 6.3 Auto Insurance The Board will provide automobile insurance coverage for any Principal involved in school business, i.e., driving pupils home, recruiting trips, etc., to the extent permitted by the Board of Education master automobile travel policy.
- 6.4 Mileage Reimbursement The Board will provide monthly reimbursement for duty-related in-state automobile travel at the rate of \$25 per month per Principal.
- 6.5 Tuition Reimbursement The Board of Education will provide an amount not to exceed an aggregate of nine thousand dollars (\$9,000.) for the purpose of reimbursement for courses taken by Principals during the year (July 1 - June 30). Reimbursement for tuition shall be at the rate of 80% of cost to a maximum of \$2,500 per Principal per year. These courses must receive prior approval of the Superintendent. Reimbursements will be prepared by the Personnel Office and sent to the Business Office for processing and payment as soon as all required information has been received from the Principal. If the request for tuition reimbursement exceeds \$9,000, then said \$9,000 shall be divided proportionately based on the above prior approvals. The status of the account shall be made known to the President upon request.
- 6.6 a. Longevity For the purposes of this section, Longevity Employees are Employees who, at the end of any Contract Year, shall have completed 18 full years of employment with the Board.
- b. On or before the end of the First Contract Year, and each succeeding Contract Year, the Board shall pay the applicable

Article 6. (continued)

Longevity Payment to each Employee who is or has become a Longevity Employee during such Contract Year.

- c. Longevity Payments with respect to each Contract Year shall be:

<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
\$500	\$700	\$900
\$400	\$600	\$800

6.7 Conference Attendance

- a. When a Principal attends a course or conference at the request of the Superintendent, his/her expenses shall be reimbursed according to Board Policy.
- b. The M.P.A. shall be allowed \$4,000 per year for conference/convention attendance. The M.P.A. shall decide how to allocate those funds and inform the Superintendent.

- 6.8 Professional Association Dues The Board of Education agrees to pay the dues of those Principals who join state and national professional associations to a maximum of \$250 per Principal.

- 6.9 Additional Duties When a Principal is assigned additional duties resulting from a temporary vacancy (in excess of 15 work days), additional compensation will be paid at the rate of 50% of the difference between the Principal's current salary and the salary which would be paid to the Principal if permanently appointed to the vacant position. The additional compensation shall be paid from the first day of the assignment by the Superintendent.

- 6.10 Administrative Assignments Administrative assignments made on an acting or temporary basis shall be eligible to receive all benefits normally accruing to a Principal in the position with the exception of Dues (section 6.8) and Disability Insurance (section 4.2).

Article 7. Miscellaneous

- 7.1 Superintendent's Advisory Council Montclair shall have a Superintendent's Advisory Council, consisting only of building level administrators, which will meet with the Superintendent and members of her staff at least once a month. Changes in programs, personnel, budget, and procedures to be implemented at the building level should be discussed at this council meeting.
- 7.2 Evaluation Only those materials relating to student performance included in the evaluation of certificated staff may be included in the evaluation of Principals.
- 7.3 Agenda All building Principals are entitled to receive the regular full agenda for Board meetings.
- 7.4 Calendar Principals shall be provided the opportunity to review and respond to any proposed school calendar prior to adoption by the Board of Education.

Article 8. Reduction in Force and Reemployment

- 8.1 Applicability The parties confirm that the Board has the right to make reductions in force pursuant to N.J.S.A. 12A:28-9. The provisions of this section apply to tenured certificated Principals.
- 8.2 Seniority To the extent not inconsistent with the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive employment by the Principal in the district in the position from which he/she was dismissed by reason of the reduction in force.
- 8.3 Seniority in Dismissal Principals dismissed by reason of reduction in force shall be dismissed in inverse order of seniority from their respective positions.
- 8.4 Preferred Eligible List A Principal dismissed by reason of reduction in force shall be entitled to be placed and to remain upon a preferred eligible list in order of Seniority, for reemployment whenever a vacancy occurs in the position from which he or she was dismissed; said Principal shall be reemployed by the Board if and when such vacancy occurs.
- 8.5 Definitions For the purpose of this Section "position" shall mean for certificated Principals, any position in which such member had actual experience in the district, at either the elementary, middle school or high school levels and for which such member is certificated.
- 8.6 Recall Notice Notice of vacancies in positions to which this section is applicable shall be given to those Principals on the preferred eligible list in order of Seniority within a reasonable time (not more than ten (10) days) after such vacancy occurs and such member shall have a reasonable period of time (but not to exceed twenty (20) days after receiving notice) in which to give the Board notice of his/her intent to return to the position. In the event such Principal shall fail to respond to the notice from the Board, or if he/she gives notice that he/she does not desire to return to the position, he/she shall forfeit all of his/her seniority rights.
- 8.7 Limitation Seniority shall not be accumulated during the period following dismissal by reduction of force, but upon reemployment pursuant to the terms of this section, such member shall have his/her accumulated seniority to the date of such dismissal.
- 8.8 Notice Any anticipated or planned reduction in force of tenured Principals shall not be implemented or take effect within sixty (60) days prior notice to the Association. Following a notice, a meeting between the Superintendent and the Association shall occur at least twenty (20) days prior to the effective date of such anticipated or planned reduction in force.

Article 9. Grievance Procedure

The grievance procedure set forth in the Montclair Education Association/Board of Education Agreement shall be applicable to all employees covered hereby.

Article 10. Gender

All references to the masculine gender in this Agreement shall be deemed to include the feminine gender, unless the context requires otherwise.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed as of this date first mentioned.

October 24, 1988
Date

By James R. B. Brown
President
MONTCLAIR PRINCIPALS' ASSOCIATION

By Ronald W. Brown
President
MONTCLAIR BOARD OF EDUCATION